

# UNOFFICIAL COPY



THIS DOCUMENT WAS PREPARED BY:  
Richard J. Miltimore  
Greenberg Traurig, LLP  
77 W. Wacker Drive, Suite 3100  
Chicago, Illinois 60601

Doc#: 0912845090 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/08/2009 02:41 PM Pg: 1 of 6

UPON RECORDING RETURN  
TO:

LAZ 221 N LASALLE GARAGE, LLC  
745 Atlantic Avenue  
Boston, Massachusetts 02111

The above space for recorders use only

## SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of May 4, 2009 by 221 NORTH LASALLE PARTNERS, LLC a Delaware limited liability company having an address at 55 West Wacker Drive, Suite 1500, Chicago, IL, 60601 ("Grantor") in favor of LAZ 221 N LASALLE GARAGE, LLC, a Delaware limited liability company having an address at 745 Atlantic Avenue, Boston, MA, 02111 ("Grantee").

### WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto Grantee and Grantee's heirs, successors and assigns, in and to the following described real property (the "Property") in Cook County, Illinois:

See Exhibit "A" attached hereto and incorporated herein by reference for the description of the Property conveyed herein.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto.

TO HAVE AND TO HOLD the same unto Grantee and Grantee's heirs, successors and assigns in fee simple forever.

This conveyance is made subject to those matters described on Exhibit "B" attached hereto and to applicable zoning ordinances, matters appearing on any recorded plat of the land, and taxes for the current year.

And Grantor does hereby covenant with Grantee that, except as noted above, title to the Property is free from all encumbrances made by Grantor, and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under Grantor (except as noted above), but against none other.

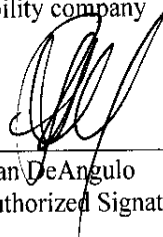
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IN WITNESS WHEREOF, Grantor has executed this deed the day and year first above-written.

**221 NORTH LASALLE PARTNERS, LLC**, a Delaware limited liability company

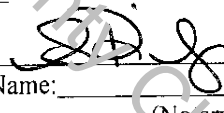
By: LW Management, LLC, a Delaware limited liability company  
Its: Manager

By: Cape Horn Group, LLC,  
a Florida limited liability company  
Its: Member

By:   
Name: Juan DeAngulo  
Its: Authorized Signatory

STATE OF ILLINOIS  
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 24th day of April 2009, by Juan DeAngulo, as authorized signatory and agent of Cape Horn Group, LLC, the Member of LW Management, LLC, the Manager of 221 NORTH LASALLE PARTNERS, LLC, a Delaware limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

  
Print Name: Sarah R. Riley  
(Notary Public)

My Commission Expires: 2/9/13

(AFFIX NOTARY SEAL)



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IN WITNESS WHEREOF, Grantee covenants to comply with the terms and conditions of Article 19 of that certain Declaration of Covenants, Restrictions and Easements for The LaSalle Wacker dated August 11, 2008 and recorded September 4, 2008 with the Cook County Recorder of Deeds as document number 0824816018, which covenant shall run with the land.

**LAZ 221 N LASALLE GARAGE, LLC, a**  
Delaware limited liability company

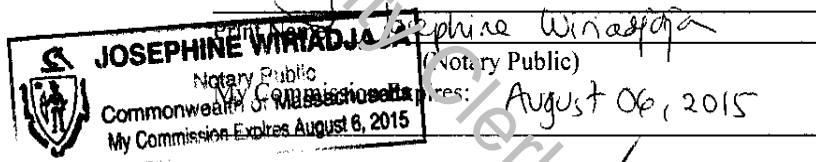
By: LPRI 221 N LaSalle, LLC, a  
Connecticut limited liability company,  
its manager

By: [Signature]  
Name: Larry J. Stubbs  
Title: Authorized Representative

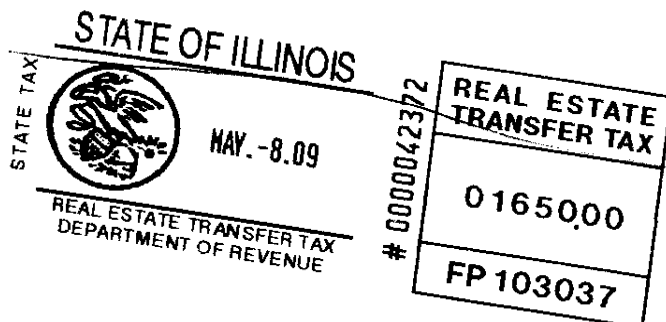
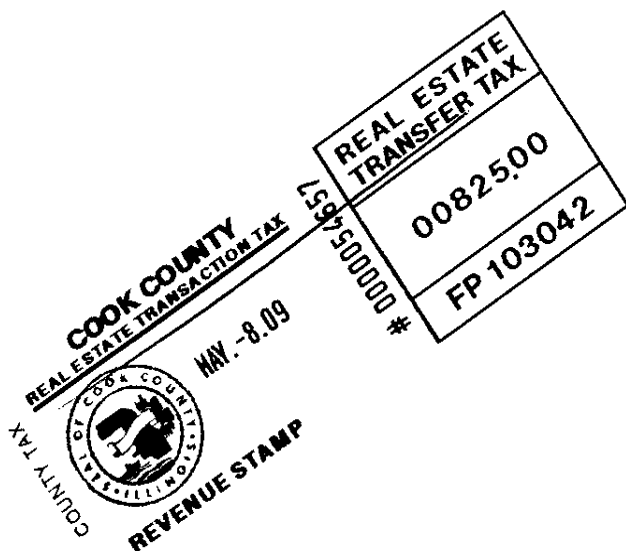
STATE OF ~~ILLINOIS~~ Massachusetts  
COUNTY OF ~~COOK~~ Suffolk

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April 2009, by Larry J. Stubbs as Manager of LPRI 221 N LaSalle, LLC, the Manager of LAZ 221 N LASALLE GARAGE, LLC, a Delaware limited liability company. He is personally known to me or has produced MA - driver licence as identification.

(AFFIX NOTARY SEAL)



City of Chicago Real Estate  
Dept. of Revenue Transfer Stamp  
578462 \$17,325.00  
05/08/2009 11:33 Batch 13675 38



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## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

LOTS B1C1, B1P1, B2P1, B1C7, B1C2 AND B1C8 IN THE LASALLE-WACKER SUBDIVISION RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON SEPTEMBER 4, 2008 AS DOCUMENT NUMBER 0824816018, BEING A SUBDIVISION OF PART OF LOTS 3 AND 4 IN BLOCK 18 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Address of Property: Lots B1C1, B1P1, B2P1, B1C7, B1C8 AND B1C2 located at  
221 N. LaSalle Street, Chicago, Illinois 60601

Permanent Index No.: 17-09-419-001-0000 (includes other property)

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## EXHIBIT B

### EXCEPTIONS

1. General Real Estate Taxes for years 2008 Second Installment, 2009 and subsequent years, liens not yet due and payable.

Permanent Index Number: 17-09-419-001-0000

(Also affects other land not included herein)

2. Terms, provisions, and conditions of the Memorandum of Agreement by Unicom Thermal Technologies Inc., and The Lurie Company dated October 13, 1997 and recorded November 1997 as document 97835604 relating to Chilled Water Service Agreement.

3. The land lies within the boundaries of a Special Service Area as disclosed by ordinance recorded February 19, 1991 as document 91075841 and is subject to additional taxes under the terms said ordinance and subsequent related ordinances.

4. Survey made by National Survey Service, Inc., as Survey No. N-127161, dated March 24, 2008, discloses the following:

- a) Encroachment of iron guard rails over the South line of the land onto public right-of-way.
- b) Encroachment of overhead sign over the South line of the land onto public right-of-way.
- c) Encroachment of overhead sign with clock over the North and East line of the land onto public right-of-way.
- d) Encroachment of loading dock ramp over the North line of the land onto lower Wacker Drive.

5. Terms and conditions contained in the Agreement of Adjacent Property Owners Regarding Setbacks and Easements for Light, Air and View made by and between LaSalle Wacker Building, LLC, a Delaware limited liability company and 111 West Wacker Associates, LLC, an Illinois limited liability company, dated October 19, 2006 and recorded October 23, 2006 as document 0629639026, together with the rights of the adjoining owners in and to the concurrent use of said easement.

6. Terms and conditions contained in the Easement Agreement dated October 23, 2006 and recorded October 23, 2006 as document 0629639027 and re-recorded October 23, 2006 as document 0629631087 made by and between LaSalle Wacker Building, LLC, a Delaware limited liability company and 111 West Wacker Associates, LLC, an Illinois limited liability company together with the rights of the adjoining owners in and to the concurrent use of said easement.

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7. Terms, conditions and provisions of the Declaration of Covenants, Restrictions and Easements dated August 11, 2008 and recorded September 4, 2008 as document 0824816018, together with the rights of the adjoining owners in and to the concurrent use of said easement.

8. Terms, conditions and provisions of the Signage Easement Agreement dated MAY 4, 2009 and recorded Date: 05/08/2009 as document 0912845088, together with the rights of the adjoining owners in and to the concurrent use of said easement.

9. The rights of tenants, as tenants only, under any lease with respect to the Property or any portion thereof.

10. Any exception arising out of an act of Grantee or its representatives, agents, employees or independent contractors